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POL/6884

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF ONEIDA

AND

THE JOHN R. DESCHAMPS SR., PBA

January 1, 2005 - December 31, 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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THIS AGREEMENT

Made the ____ day of _____, 2005, by and between the CITY OF ONEIDA, NEW YORK, by its Mayor as Chief Executive Officer, hereinafter referred to as the Employer, and the JOHN R. DESCHAMPS SR., P.B.A., hereinafter referred to as the PBA.

Any provisions of this agreement requiring legislative action to permit its implementation by amendments of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

SECTION 1 RECOGNITION

The **Employer** hereby recognizes the **PBA** as the exclusive employee organization representing the full-time, permanent police officers of the **ONEIDA POLICE DEPARTMENT**, other than the Chief of the Department, for the purpose of negotiating rates of pay and other terms and conditions of employment with the City during this agreement.

SECTION 2 NO-STRIKE PLEDGE

The **PBA** affirms that it does not assert the right to strike against the Employer nor to assist or participate in any such strike or to impose an obligation upon its members to conduct, assist or participate in such strike.

SECTION 3 SENIORITY

Seniority shall be determined from date of permanent appointment. Where benefits hereunder are based on length of continuous service, such service shall be calculated from date of initial appointment. Badge numbers shall be assigned according to seniority.

SECTION 4 GRIEVANCE PROCEDURE

A "grievance" shall mean a complaint by an employee or employees in the negotiating unit that there has been as to him or them a violation, misinterpretation or inequitable application of any of the provisions of this agreement, or rules and regulations of the Oneida Police Department. However, this provision is not intended and shall not be construed to require the City to negotiate changes, amendments or additions to the rules, regulations or general orders of the Department.

Step 1. The Employee shall present and discuss the grievance with the Chief (or Lieutenant, or designated acting Chief in the event that the Chief or Lieutenant is not available) within seven (7) working days of the occurrence of the alleged grievance or the employee's knowledge thereof.

Step 2. If the grievance is not resolved informally in Step 1, the employee may submit the grievance in writing to the Chief (Lieutenant or acting Chief) within three working days of the Step 1 presentation. Such writing shall state the facts alleged to constitute the grievance, the provisions of the agreement claimed to have been violated, misinterpreted or inequitably applied, the remedy requested and shall be signed and dated by the employee. The Chief (Lieutenant or acting Chief) will advise the employee in writing of his decision within three (3) working days of the receipt of the grievance. Conference under Steps 1 and 2 may be held during non-working hours of the employee in the discretion of the Chief.

Each conference after the initial conference shall be held during normal working hours or call back time will be given.

Step 3. If the grievance is not resolved in Step 2, then the aggrieved employee, or his representative, may refer the matter in writing to the Commissioner of Public Safety within five (5) days of the receipt of the Chief's (Lieutenant or acting Chief's) determination. The Commissioner

of Public Safety may hear the employee or his representative and such other witnesses as may be helpful in arriving at his determination within ten (10) working days of the receipt of the written grievance, and shall issue his written decision within five (5) working days of the completion of the hearing. The Commissioner's decision shall be issued in writing within thirty (30) days of the date of the first hearing held by him. Each conference after the initial conference shall be held during normal working hours or call back time will be given.

Step 4. If the grievance is not resolved in Steps above specified, and arises out of a claimed violation, misinterpretation or inequitable application of any provision of this Agreement, then the aggrieved employee within five (5) working days after the written determination of the Commissioner of Public Safety is issued may indicate his intention to submit the grievance for Arbitration by a written notice to the Mayor or designee. An independent arbitrator shall be selected pursuant to the procedures of the voluntary dispute resolution procedures of the New York State Public Employees Relations Board. Such independent arbitrator shall make a decision in writing within ten (10) days of the close of the hearing. The decision of the independent arbitrator shall be binding upon the parties to the proceeding. The cost of Arbitration shall be shared equally by the Employer and the PBA (or the employee, if not a member of the PBA).

No Arbitrator functioning under this Step of the grievance procedure shall have the power to alter, amend, notify, delete or change in any manner any provisions of this agreement. The determination of whether an alleged grievance is subject to arbitration shall be made by the arbitrators. The arbitrator shall also have the power to interpret what the parties to the agreement intended by specific clause or clauses in the agreement at issue.

The term "grievance" shall not apply to any manner as to which a method of review of prescribed by law, rule or regulation of the State of New York, such as disciplinary proceedings

under the Civil Service Law.

The failure to assert or appeal a grievance within the times above specified shall be deemed abandonment thereof.

The aggrieved employee may be accompanied and represented by a spokesman of his selection at any step of the grievance procedure above provided.

The reasonable cost of any proceeding to enforce the observance of the time provisions under Steps 1, 2 and 3 shall be borne by the employer.

The term "working days" shall mean and be limited to those days that the non-public safety offices and agencies of the City of Oneida are open for public business.

In the event that a grievance is determined during the time period the Chief is away from the City, the Chief shall have three (3) working days, including the day he returns, to review such determination and ratify, modify, reverse or overrule the same. In the event of a modification, reversal or overruling of determination, the employee's rights to continue in the grievance procedure shall run from the date such modification, reversal or overruling is issued.

In the event that the Commissioner of Public Safety is away from the City for such a period of time as to preclude the execution of his duties under Step 3, the Mayor shall act to execute the duties of the Commissioner of Public Safety under Step 3.

The time limitations contained within this grievance procedure may be extended with the express, written consent of the parties to an alleged grievance.

SECTION 5 DISCIPLINARY PROCEEDINGS

An officer who is charged with either misconduct or incompetence under §75 of the Civil Service Law shall have the right to have a hearing before an impartial arbitrator selected from the following rotating panel of arbitrators: Jeffrey Selchick, Peter Prosper and Thomas Rinaldo. The parties shall share the cost of the arbitrator's fees, and his decision shall be final and binding.

SECTION 6 SALARIES

(a) Effective January 1, 2005, the salary schedule shall be increased by three percent (3%).

Effective January 1, 2006, wages shall be converted to an hourly rate and increased by three and one-half percent (3.5%)

Effective January 1, 2007, a new top of grade step at \$500.00 above top of grade step in effect on December 31, 2006 shall be established.

Effective January 1, 2007, the salary schedule shall be increased by two percent (2%).

Effective July 1, 2007, the salary schedule shall be increased by two percent (2%).

Effective January 1, 2008, the salary schedule shall be increased by four percent (4%).

Salaries of Sergeants and Lieutenants shall be adjusted per contract differentials.

	(3%) 2005	(3.5%) 2006	(2%) 01/07	(2%) 07/07	(4%) 2008
Hire Rate	34,441	35,647	36,360	37,087	38,570
Grade 1	42,338	43,820	44,696	45,590	47,414
Grade 2	43,260	44,774	45,670	46,583	48,446
Grade 3	44,231	45,779	46,695	47,629	49,534
Grade 4	45,180	46,761	47,696	48,650	50,596
Grade 5	46,068	47,680	48,634	49,606	51,591

	<u>2005</u>	<u>2006</u>	<u>1/07</u>	<u>7/07</u>	<u>2008</u>
Top of Grade (For 2005 & 2006, then Grade 6)	46,962	48,605	49,578	50,569	52,592
Top of Grade (Effective 1/1/07):			50,088	51,089	53,133
Sergeant	51,659	53,467	55,096	56,198	58,446
Lieutenant	56,824	58,813	60,607	61,818	64,291

Movement through the salary schedule shall be as follows. A new recruit shall be hired at the hire rate, and shall remain at that rate until completion of MPTC training, at which time the employee shall be moved to Grade 1. If the employee is moved to Grade 1 between January 1 and June 30, the employee shall move to Grade 2 on the following January 1. If the employee moved to Grade 1 between July 1 and December 31, the employee shall move to Grade 2 on the following July 1. Movement through the salary schedule shall be on each following January 1 or July 1, as applicable.

The base salary for each officer who has been granted an Associate's degree in police science shall be increased by \$350.00 and each officer who has been granted a bachelor's degree in police science shall be increased by \$600.00. Said increase shall be added to the salary of the officer on the first day of the month following the grant of the degree.

(b) LONGEVITY

Accumulated longevity increases for continuous service in the department shall be added to the regular salary of the employee as of January 1 of the calendar year in which his tenth, fifteenth, twentieth and twenty-fifth employment anniversary occurs.

The longevity increments shall be as follows:

10th Year	\$ 900.00
15th Year	\$1,150.00
20th Year	\$1,400.00
25th Year	\$1,650.00

(c) **INVESTIGATORS TITLE PAY**

An officer assigned as an investigator and subject to being on call for crime scene processing and investigation outside his normal work hours shall be entitled to investigators title pay as follows in lieu of stand-by pay.

<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00

(d) The most senior patrolman who works a squad without a supervisor (i.e., officer in charge), for five consecutive days, shall thereafter be paid at the supervisor's (sergeant's) rate of pay for said shift.

(e) **SHIFT DIFFERENTIAL**

Employees who are permanently assigned to work the 4:00 p.m. to midnight shift shall be paid a 5% shift differential. Shift differentials shall be paid only for hours worked, which shall not include sick leave, vacation, General Municipal Law Section 207-c, compensatory time, etc.

Employees who are permanently assigned to work the midnight to 8:00 a.m. shift shall be paid a 7% shift differential. Shift differentials shall be paid only for hours worked, which shall not include sick leave, vacation, General Municipal Law Section 207-c, compensatory time, etc.

(f) A Patrolman who acts as officer in charge of a platoon where there are no other commanding officers present, shall receive \$.50 per hour additional compensation, if performing such duties for a minimum of four (4) hours. The City and the Union shall meet at Labor Management to agree upon the procedures by which employee shall be compensated.

SECTION 7 OVERTIME

(a) When overtime work is requested of a full-time employee and the need for overtime is made known at least twenty-four (24) hours in advance thereof, such overtime shall be offered on the basis of seniority without rank. When the need for overtime is made known less than 24 hours in advance thereof, overtime shall be offered first to the squad on duty at the time the need is made known, according to seniority.

(b) Subject to the limitation hereinafter expressed, an officer working overtime may elect either to be paid at time and one-half for the overtime hours worked or compensatory time. Compensatory time shall be credited at the rate of one and one-half hours for each hour actually worked. Requests for compensatory time shall be submitted and approved no more than thirty (30) days in advance.

(c) When an officer is required to attend a training school outside his 40 hours tour of duty (other than new recruits), he will be compensated for the additional time with compensatory time or overtime pay at the option of the City per Section 6b as follows:

(1) Training school in Oneida. If training school does not immediately precede or immediately follow an officer's regular shift, he will be paid for a minimum of two (2) hours for attending the training school. "Immediately" shall mean beginning or ending within 15 minutes of his regular shift.

(2) If training school is held outside the City of Oneida, reasonable travel time will be included (other than new recruits) in computing time spent outside regular tour of duty. Each calendar day spent at training school will be credited as an eight (8) hour day. Where training school does not require overnight stay, and time, including necessary travel, actually spent attending training school is less than six (6) hours, officer will return to complete his eight (8) hour duty tour

unless excused by the Chief.

(3) When an officer is required to attend MPTC training, the officer shall be paid the officer's regular salary for forty (40) hours per week. In addition thereto, the officer shall be reimbursed for meals and mileage, if no City vehicle is provided.

(d) With the approval of the Chief, compensatory time may be taken in increments of one (1) hours or less when there is sufficient manpower on duty and there are no special assignments.

SECTION 8 CALL BACK

Call back shall be defined as any required return to duty or required presence for any purpose after ten (10) minutes have elapsed following completion of a regular tour of duty when the officer is still in the municipal building, or at any time after he has departed from the municipal building following completion of his tour of duty. When an officer is at the police station prior to the commencement of his shift and is directed to perform some service within fifteen (15) minutes prior to the commencement of the shift, such service shall be deemed regular overtime and not call back time.

A minimum call back time of three (3) hours shall be allowed to Department employees, including call back for departmental meetings at which attendance is required.

SECTION 9 VACATIONS

Employees whose date of hire preceded January 1, 1974, will be under the past practice vacation policy of the Department, to wit:

During the first year of service	7 working days
After five years of service	15 working days
After fifteen years of service	21 working days
After twenty-five years of service	28 working days

Employees hired on or after January 1, 1974, will become entitled to paid vacation as follows:

<u>Years of Service</u>	<u>Vacation Days</u>
After 1 year of service	10 days
After 5 years of service	15 days
After 10 years of service	20 days
After 21 years of service	21 days
After 22 years of service	22 days
After 23 years of service	23 days
After 24 years of service	24 days
After 25 years of service	25 days

Vacation shall be credited to vacation time banks on January 1st of each year of the contract.

New employees who have completed one year of continuous service shall have their vacation credited to them as of January 1st of each year. When a new police officer has less than 12 full months of continuous service prior to January 1st, he shall be credited (on January 1st) with vacation prorated on the basis of the number of months of service completed by January 1st.

All officers may submit annual vacation requests to the Chief of Police for approval not later than March 31 of each calendar year. Acting on those requests, the Chief shall prepare and post a vacation schedule by April 15 of each year. Vacations posted on the April 15 vacation chart shall not be altered except for emergencies. If posted vacation results in shortage of manpower, which is recognized more than thirty (30) days in advance of the scheduled vacation, the department shall make every effort to cover the shifts. However, if no other officer will cover the shifts involved and it is thirty (30) days in advance of the scheduled vacation, the Chief shall notify the officer whose vacation is scheduled, in writing that the vacation must be canceled unless the officer is able to convince another officer to cover the short shifts for him/her.

Shortages which become apparent less than thirty (30) days prior to the scheduled vacation shall be the responsibility of the department to secure coverage and shall not alter the posted

vacation except in an emergency as hereinafter defined.

An "emergency" shall be defined for this purpose as a strike, riot, conflagration or unexpected occasions when large crowds assemble, or other unexpected occurrences similar in nature which require the service of police officers in addition to those on regular shifts.

After March 31 of the calendar year, vacation requests shall be on a first-come, first-serve basis. If there is not a shortage of manpower, requests shall be approved. If request results in a shortage of manpower, the requesting officer is responsible for covering shortage of manpower for vacation days approved and once coverage is obtained, the officer filling the manpower shortage may be compensated by either a mutual shift switch or the requesting officer may pay him in compensatory time from his own bank of compensatory days. Upon agreeing to cover shift for requesting officer, the working officer shall assume all responsibility for maintaining that shift coverage.

Earned vacation time will be paid in advance of the employee's vacation upon the approval of the Chief of Police. Such requests must be made to the Chief at least seven (7) days in advance. The Chief, in his discretion, may also allow unused compensatory time to be added to the vacation time.

SECTION 10 HOLIDAYS

(a) Department employees shall be allowed credit for eleven (11) holidays during the year consisting of the following:

- Veteran's Day
- Memorial Day
- New Year's Day
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Independence Day

Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

(b) Effective January 1, 2001, employees shall be credited with 88 hours of holiday time on January 1st of each year of the contract. Holiday time may be carried over from year to year, but in no event may any employee carry over more than 176 hours at the end of any year. Any holiday time in excess of 176 hours shall be paid in the second payroll period in January of the following year, at the prior years' salary. Any employee who currently has more than 176 hours of holiday time will be allowed to carry that amount over.

SECTION 11 WORK SCHEDULE

Work schedule for those assigned to uniform patrol functions shall be:

1. Five (5) work shifts as follows:

- Days (D shift) (0800-1600 hours)
- Evenings (E shift) (1600-2400 hours)
- Midnights (M shift) (0001-0800 hours)
- Day/Evening Overlap (X shift) (1200-2000 hours)
- Evening/Midnight Overlap (Y shift) (2000-0400 hours)

The Chief may reassign the X Shift (1200-2000 hours) or Y Shift (2000-0400 hours) officer slots to the day, evening or midnight shifts if required by staffing needs, at the time shifts are bid for the year. The new shifts, if reassigned, would commence in January. There shall be no reassignment of shifts once shift bid selections are posted.

2. Bidding for shift selection shall take place during December of each year. Shift selection shall be "Permanent" for a period of one year beginning on each January 1st. Seniority will be the basis for selection preference as follows:

- For police officers seniority for shift selection shall be based on original date of employment with the Oneida Police Department.
- For patrol sergeants seniority for shift selection shall be based on date of promotion to sergeant.

3. Pass days for police officers assigned to patrol (regular days off) shall rotate every eight weeks. Rotation shall occur within the pass day options available for the shift to which the officer is assigned. Pass days for sergeants will remain fixed for the shift to which they are assigned. Overtime worked to accomplish the rotation of pass days shall be credited as straight time compensatory time.

4. One sergeant shall be assigned to work "Relief" to cover the pass days of those sergeants scheduled to day and evening.

5. Effective January 1, 2002, Sergeants shall be assigned the work schedule annexed hereto as Attachment B. In lieu thereof, effective January 1, 2002, Sergeants shall be required to line up fifteen (15) minutes prior to each shift. Overtime shall be earned after working eight (8) hours and fifteen (15) minutes in a workday, or forty-one (41) hours and fifteen (15) minutes in a workweek. Accrued leave, such as vacation, sick leave, holiday time, compensatory time, etc., shall be charged as eight (8) hours for a workday. Sergeants shall be paid eighty (80) hours every two (2) weeks. If a Senior Officer covers for a Sergeant, he shall receive pay for eight (8) hours and is not required to lineup. Any time a Senior Officer may be required to work beyond the eight (8) hours will still be compensated with pay or comp time at time and one-half.

SECTION 12 SICK LEAVE

Sick leave will not be paid when taken a day before or a day after two (2) or more consecutive scheduled vacation days or compensatory days, unless a doctor's certificate of such claimed illness is presented to the Chief, or other evidence of illness satisfactory to the Chief is

furnished at his request. Sick leave can be used for a doctor's appointment for illness or injury limited to four (4) hours per visit with verification and approval of the Chief of Police.

SECTION 13 BEREAVEMENT LEAVE

Up to three (3) days leave **SHALL** be granted an employee in the case of death in the immediate family by the Chief of Police Department. A longer allowance may be granted by the Chief should there be extenuating circumstances which, in his opinion, warrant such extension, providing the employee makes a written request for same. Immediate family shall be defined as: father, mother, father-in-law, mother-in-law, brothers, sisters, spouse, children, or member of the household, or if employee is vested with the major responsibility for the deceased affairs. Officer in charge must be notified in all cases. Total allowance for a fiscal year shall not exceed ten (10) days, except as provided herein. In-laws other than above, and relatives by marriage are excluded from this classification.

One day bereavement leave **SHALL** be granted to attend funeral of a blood relative other than the immediate family as defined above. Up to a half day shall be granted for attendance at any other funeral. These allowances shall be included in the ten (10) day maximum stated above.

SECTION 14 PERSONAL LEAVE

Employees covered by this agreement shall be permitted paid three (3) days personal leave not exceeding twenty-four (24) working hours in any one calendar year for personal business.

Except for emergency situations, arrangements for personal leave shall be made by the employees with the head of the Department at least forty-eight (48) hours in advance of the taking of such leave. If Chief of Police is not available, such permission shall be obtained from the next in command. Permission for personal leave shall not unreasonably be denied.

SECTION 15 UNIFORM ALLOWANCE

(a) The City will provide a uniform allowance of \$500.00 in each year of the contract for each full-time police officer; of which up to \$200.00 per year may be used for dry cleaning at the officer's discretion in accordance with payment procedures promulgated by the Chief of Police. Any additional first-time uniform or equipment required by the City will be furnished by the City without deduction from the above stated uniform allowance. Each newly hired, full-time police officer shall receive an initial uniform allowance equal to the actual cost of purchase of all uniform components required by this contract or administrative rule. An employee's unused annual allowance, or a portion thereof, may be accumulated and carried over to a succeeding year or years to a maximum of \$250.00. Uniform components may be selected by each officer from a price list furnished by the City.

Portions of this allowance may also be used to purchase necessary personal gear such as clipboards, brief cases, flashlights, night sticks and the like, with the prior approval of the Police Chief.

(b) The employer shall pay for eyeglasses, dentures, watches, clothing, and all other job related personal property of the officer damaged or destroyed while engaged in the performance of his duties providing such loss or damage is accidental and casually related to the performance of such duties and not a result of the employees neglect or carelessness. Such payment shall only be made after the furnishing of proof acceptable to the Chief of the Police Department, and shall not exceed a maximum of \$250.00 to any one employee for any loss arising out of the same occurrence.

Damages shall be paid in an amount equal to half the difference between the market value of the damaged or destroyed property at the time of such damage or destruction and the replacement value of the damaged property as determined by the Chief.

To illustrate the calculation of the amount that would be paid under the formula stated, the following example is given:

EXAMPLE: Watch purchased in 1975 for \$100.00. Damaged beyond repair in 1980. Jeweler states value of watch to have been \$60.00 immediately prior to being damaged. 1980 cost of new watch, new model, is \$120.00.

Replacement value	\$120.00
Market Value at Time of Damage	\$ 60.00
Difference	\$ 60.00

City would pay market value (\$60.00) plus half of the difference (one-half of \$60.00 or \$30.00 = \$90.00).

SECTION 16 RETIREMENT

(a) The City agrees to continue to provide the 25 year, ½ pay retirement program of the New York State Retirement System and to pay the full cost thereof and the supplemental 1/60th plan under Section 384 of the New York State Retirement System Law.

(b) For the year 1986 the City agrees to continue to provide the 25-year half pay retirement program of the New York State Retirement System. Beginning on January 1, 1987, the City agrees to provide the 20-year, half pay retirement program (Section 384-D) of the New York State Retirement System at the option of the members. The City agrees to pay the full cost thereof, including the supplemental 1/60th plan under Section 384 (25-year plan) of the New York State Retirement System Law.

(c) The City will pay a pre-retirement bonus in the final year of employment to a covered employee who retires on ordinary (non-disability) retirement (25-year plan only) as follows:

<u>Age or Completed Years in Retirement System</u>	<u>Bonus</u>
55 - 25	\$4,000.00
56 - 26	\$3,000.00
57 - 27	\$2,000.00
58 - 28	\$1,000.00

SECTION 17 HOSPITALIZATION INSURANCE

A. The City, as soon as practicable, shall provide and maintain the Empire Health Insurance Plan (Core Plus Medical Enhancements) now in effect for all active employees, for all present retirees, and for each of the above dependents, except that coverage for dependent children 19 years of age and older shall be borne by the employee unless said child or children are full time matriculated students. It is specifically understood and agreed that by agreeing to said language, it is without prejudice to the parties' respective positions as to the meaning and application of said language, specifically with respect to any changes in the Empire Plan. In addition, the City shall provide, effective January 1, 2005, the MVP Co-Plan 15+.

B. Employee shall contribute fifteen percent (15%) of the health insurance premium (individual or family)

C. Employees hired on or after January 1, 1994, shall contribute 20% of either the individual or family premium during the first year of employment. Commencing on their first anniversary date and during their second year of employment, said employees shall contribute 15% towards either the individual or family health insurance premium. Commencing on their second anniversary date during their third year of employment and thereafter, said employees shall contribute 15% of the individual or family premium.

D. Contributions for health insurance premiums shall be payroll deducted, equally, over 26 pay periods.

E. In agreeing to the language contained in this successor agreement, the parties hereby acknowledge and state that they have not negotiated with respect to the following provision which was contained in the prior agreement, to wit: That

employees who have retired prior to June 7, 1991 shall continue to have the cost of their individual and dependent coverage paid by the City.

It is being specifically understood and agreed that said language shall continue without prejudice to the parties' respective positions as to the meaning and/or application of said language.

F. Employees on the payroll as of January 1, 1994, shall, upon retirement, be entitled to the same health insurance program provided to active employees and shall contribute towards the health insurance premium upon their retirement as follows:

1. Ten years of service/50% of the premium, either individual or family;
2. Fifteen years of service/35% of the premium, either individual or family;
3. Twenty years of service/contribute the same as active employees who have more than two years of service with the employer which, as of January 1, 1998, shall be 12.5% of the premium, and effective January 1, 2000 shall be 15%.

The parties agree that the provision set forth above which provides that employees with twenty years of service shall contribute towards health insurance premium the same as active employees who have two or more years of service cannot be changed once the employee retires. It is understood that the amount that the retiree may contribute may change if the amount for current employees change, but it is further understood that the formula for the retiree cannot be changed once the employees retires, the formula may change for future retirees.

G. Retirees who are eligible for health insurance from an employer other than the City of Oneida (i.e., spousal employment, other employment) the cost of which to the other employer for such other insurance is 80% or more than the premium cost to the City of Oneida for Oneida insurance, shall be ineligible for the City provided health insurance, so long as the retiree is not required to contribute, to the other employer, for such other insurance, more than what he would contribute as a retiree of the City of Oneida for Oneida Insurance. If such retiree becomes ineligible

for other health insurance as provided above, such retiree shall thereafter become eligible for City provided health insurance under the terms of the collective bargaining agreement then in effect (for example, an employee who retires in 1992 is ineligible for City provided health insurance who thereafter become eligible for City provided health insurance in 1998 shall be deemed to have retired in 1998 for this article).

H. The City also agrees to provide and pay the cost of blue cross, blue shield, prime blue dental (80% MAP) at no cost to the employee. Dependent coverage is to be made available, the cost of which shall be the responsibility of the employee.

I. The City may change from the Empire Health Insurance Plan (all enhancements) to a plan and carrier providing the same or greater benefits or to a plan and carrier that provide such benefits as may be agreed upon between the City and the Union, except that the City agrees not to reduce the benefits below the Empire Plan without the mutual consent of the Union.

J. An employee who elects not to receive health insurance from the City and who provides proof that said employee is covered by health insurance from another source, will receive an insurance buy-out from the City in the amount of \$2,000.00 in December of the year in which the employee did not receive health insurance. An employee who elects not to receive health insurance, shall notify the City in November that the employee elects not to receive health insurance for the following year. The employee shall receive the payment in the following December. Employees who elect to receive the \$2,000.00 shall only be eligible if they have not received the health insurance for the full calendar year, with the exception of 1998, which shall be prorated for each month in which the employee participates.

Section 25

Meal Allowances

When required to work before 6:00 A.M. on a regular work day, employees will be entitled to a meal allowance of \$5.00. When required to work 2 hours after shift on a regular work day, employees will be entitled to a meal allowance of \$8.00. For each four (4) hours outside the above hours on a regular work day a \$5.50 meal allowance will be granted.

Employees who are required to work four (4) or more consecutive hours on a regular day off shall be entitled to a meal allowance of \$6.00 for each complete four (4) hour interval. For example, an employee who works two (2) hours shall not be entitled to a meal allowance. An employee who works six (6) hours shall be entitled to a \$6.00. In order to be entitled to two (2) meal allowances, the employee must work eight (8) or more consecutive hours.

Payments will be made on a quarterly basis upon signed sworn vouchers bearing the written approval of the Department Head upon audit and approval by the Common Council.

Section 25A

Out of Town Meal Allowances

If an employee is required to attend out-of-town training, an \$8.00 allowance will be permitted, or provided.

Section 26

Tool Allowance

Full-time employees who work in the Central Garage who are required to buy tools, shall receive an annual tool allowance of \$350.00 effective January 1, 2004 (effective January 1, 2005 - \$400.00; effective January 1, 2006 - \$450.00). Payment shall be made by voucher.

Section 27

Education Allowance

The City will reimburse employees at the rate of Seventy-five Dollars (\$75.00) per credit hour up to a maximum of eight (8) credit hours per semester or actual tuition charge, whichever is less, for courses completed at an approved institution of higher learning where a grade of C or better is attained by the employee. The course or courses must be job related and requires the prior certification of the department head that in his opinion, the course will significantly benefit the employee's work for the City, and additionally the education must be approved in advance by the Mayor.

SECTION 21 TESTS

No member shall be ordered or asked to submit to a polygraph (lie detector) test for any reason. Such test may be given if requested by the member.

No member shall be ordered or asked to submit to a blood test, a breathalyzer test or any other test to determine the percentage of alcohol in the blood for any reason except as may be provided otherwise by specific, statutory law. Such test may be given if requested by the member.

SECTION 22 TRAINING SCHOOLS

No officer will be required to attend an outside school, (not inter-departmental training) without his consent outside his regularly scheduled work hours unless he has received at least ten (10) days notice of that school.

SECTION 23 MISCELLANEOUS

(a) Upon the death of an employee in the active employ of the City, the City shall pay to his estate, all accumulated and unused vacation and compensatory time at regular rate of pay.

(b) When an officer is scheduled to take a promotional examination, he will be allowed paid time off if working the 4:00 p.m. to Midnight or the Midnight to 8:00 a.m. shift immediately preceding the time of the examination.

(c) The work chart of the department will be posted one month in advance of the time it is to become effective.

(d) Officers shall have the right to designate which leave they wish to use (holiday, compensatory time or vacation).

**SECTION 24
SAFETY COMMITTEE**

A Safety Committee consisting of the Commissioner of Public Safety, the Chief of Police and two representatives designated by the Union is hereby established. The Safety Committee shall meet at least twice a year to examine and discuss the safety aspects of police equipment and to make recommendations for changes to the Mayor and Common Council.

**SECTION 25
EMPLOYEE RIGHTS**

The wide-ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of members of the force. If a member of the force is a suspect or target of a criminal investigation, any inquiries and/or investigations relative to a member's conduct and/or actions will be conducted in a manner so as not to deprive him or her of his or her legal rights pursuant to the current decision of the Supreme Court of the United States.

**SECTION 26
PERSONNEL FILE**

An employee will be given written notice of any additions or deletions in his personnel file. An employee may review his file in the presence of the Chief of Police or his designee at a time agreed upon with the Chief.

**SECTION 27
DUES DEDUCTION**

During the period of this agreement the Union shall have the right of dues deduction for those employees who have filed signed authorizations with the City Comptroller.

SECTION 28 AGENCY SHOP FEES

All employees who elect not to become a member of the PBA shall be required to pay an agency shop fee to the PBA in an amount equal to the regular monthly dues. The PBA affirms that its agency fee procedures are in compliance with all federal and state requirements.

The PBA hereby agrees to indemnify the City and hold harmless the City regarding any claims and suits pertaining to Agency Shop deductions. This includes legal fees and other expenses and costs incurred in defending such claims and suits in any forum, and any judgments or awards resulting therefrom.

SECTION 29 HOSPITALIZATION FOR WIDOWS

The City shall maintain the present hospitalization program for a widow and her dependents as currently designated on the insurance policy after the death of an employee while on active duty. The employer shall maintain said policy until the widow remarries or dies.

SECTION 30 PBA LEAVE

The President of the PBA shall be granted twelve (12) days leave annually, with pay, for the purpose of attending either PCNY or NEPC functions. Unused days shall not be carried over to the next year.

SECTION 31 JURY DUTY

Employees who are required to serve jury duty shall be relieved of their duties on the day in which they are required to and actually serve. A day shift employee who is granted jury duty leave shall be required to report to duty when released from jury duty if there are two or more hours remaining on his/her shift. An employee on jury duty shall receive his/her regular pay, less any

allowances paid to jurors.

**SECTION 32
GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE**

See Attachment A.

**SECTION 33
EFFECTIVE DATE**

The provisions of this agreement shall take effect as of January 1, 2005 and shall extend through December 31, 2008. Continuation of benefits shall be in accordance with any applicable statute enacted by New York State in effect at the time of such expiration on December 31, 2008 requiring such continuation.

**SECTION 34
TOTAL AGREEMENT**

This agreement shall constitute the full and complete understanding between the parties and may not be changed in any respect except by further written agreement between the parties. When requested, the City will resume negotiations on or about June 15, 2008 for the 2009 Contract.

DATE OF SIGNING:

_____, 2005

_____, 2005

CITY OF ONEIDA

By: _____
Hon. Leo Matzke

JOHN R. DESCHAMPS, SR., P.B.A.

By: _____
P.B.A. President

ATTACHMENT A

PROCEDURE FOR THE ADMINISTRATION OF SECTION 207-c OF THE GENERAL MUNICIPAL LAW FOR THE POLICE DEPARTMENT OF THE CITY OF ONEIDA

Section 1. INTENT

(a) In order to insure that determinations arising by virtue of the administration of the provisions of Section 207-c of the General Municipal Law satisfy the interest of those potentially eligible for its benefit, the City of Oneida, and the public, the following procedure shall be utilized to make determinations in regard to benefits authorized by Section 207-c.

(b) This procedure is intended to be a supplement to the express language of Section 207-c of the General Municipal Law and is not intended to reduce any benefits pursuant to Section 207-c of the General Municipal Law.

(c) The term "police officer," as used herein, shall include all paid members of the Police Department who perform police officer duties.

Section 2. NOTICE OF DISABILITY OR NEED FOR MEDICAL OR HOSPITAL TREATMENT

(a) A police officer who claims a right to benefits under Section 207-c of the General Municipal Law, either because of a new illness or injury or the recurrence of a prior illness or injury, shall make written notice and application for those benefits to the Chief, or his designee, within thirty (30) days of when the police officer reasonably should have known that the illness or injury would give rise to the claim on the form which is made a part of this procedure.

(b) The police officer shall provide authorization for the City to obtain copies of his relevant medical records from his treating physician or other health care provider and the City will provide the police officer, without cost, and within five (5) work days from receipt of same, a copy of the records and reports produced by any physicians or other experts who examine the police officer on behalf of the City. It is expressly understood that the City shall only be entitled to medical records relevant to the injury or illness that is the basis of the claim for 207-c benefits.

(c) For good cause shown, the above time limits may be extended by the City.

Section 3. STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS

(a) The police officer shall be placed on sick leave pending determination of his eligibility for Section 207-c benefits.

(b) In the event that it is determined that the police officer is entitled to Section 207-c benefits, the City shall credit back to him all leave which he expended prior to the determination.

(c) In the event that it is determined that the police officer is not entitled to Section 207-c benefits, he will be permitted to use sick leave provided he remains medically unable to perform the duties of his position.

Section 4. BENEFIT DETERMINATIONS

(a) The City shall promptly review a police officer's application for Section 207-c benefits and shall determine his eligibility within thirty (30) calendar days after the City receives the application.

(b) In determining the application the City may require a more detailed statement from the police officer than that contained on the application. The City may take statements from witnesses and may send the police officer to a physician or physicians of its choice for examination at the City's expense.

(c) The determination of the City will be made in writing to the police officer, setting forth the basis for the determination. In the event that the application is denied, the City will simultaneously provide the police officer, without cost, a copy of all medical information produced or acquired by it, in connection with the police officer's application and determination for Section 207-c benefits. The City will continue to provide the police officer with additional medical information subsequently produced or required.

Section 5. ASSIGNMENT TO LIGHT DUTY

As authorized by the provisions of Subdivision 3 of Section 207-c, the Department, acting through the Chief, or the Chief's designee, may assign a disabled police officer specified light duties, consistent with his/her status as a police officer. The Chief, or the Chief's designee, prior to making a light duty assignment, shall advise the police officer receiving benefits under Section 207-c that his/her ability to perform a light duty assignment is being reviewed. Such a police officer may submit to the Chief, or the Chief's designee, any document or other evidence in regard to the extent of his/her disability. The Chief, or the Chief's designee, may cause a medical examination or examinations of the police officer, to be made at the expense of the Employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled police officer to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the police officer's ability to perform a proposed light duty assignment and other pertinent information, the Chief, or the Chief's designee, may make a light duty assignment consistent with medical opinion and such other information as he or she may possess. A police officer ordered to light duty shall either comply with the order or face loss of benefits of Section 207-c following a hearing pursuant to Section 7 of this procedure with regard to the police officer's physical ability to perform the light duty assignment. It is understood that assignment to light duty is in the nature of a "make work" assignment and that a police officer so assigned does not have any entitlement to a continued light duty assignment for an indefinite duration of time. Light duty shall not be assigned in an arbitrary or capricious manner.

For light duty purposes only, a police officer assigned to light duty may be temporarily reassigned from one platoon to another in order to accommodate the needs of the Department. If more than one police officer is in a light duty assignment on the same platoon, seniority will prevail in determining which police officer will move to another platoon. A reassigned police officer will not forfeit his/her previously chosen vacation or hours reduction block. A police officer assigned to light duty may be reassigned to Monday through Friday work week, with hours per day to be determined by the City's physician.

Nothing contained herein shall require the City of Oneida or its Police Department to create light duty assignments.

Section 6. TERMINATION OF BENEFITS

(a) Benefits provided by Section 207-c of the General Municipal Law shall terminate upon the employee being retired pursuant to a service retirement, an accidental disability retirement, or a performance of duty disability retirement, as set forth in the Retirement and Social Security Law.

(b) The City will not discontinue Section 207-c benefits without the consent of the police officer unless the police officer's treating physician certifies that he is medically able to return to work. In the event that the City believes that the benefit should terminate and the police officer does not consent, or his physician does not certify that he is able to return to work, the City may utilize the provisions of Section 7 in order to receive a determination from the arbitrator regarding the police officer's continued eligibility for benefits.

Section 7. DISPUTE RESOLUTION PROCEDURE

In the event that the City denies an application for Section 207-c benefits, seeks to discontinue Section 207-c benefits, or there is a dispute about whether a police officer is capable of performing a specific light duty assignment, the matter will be submitted directly to arbitration pursuant to the rules of the Public Employment Relations Board. The party seeking to utilize this Dispute Resolution Procedure shall file the Demand for Arbitration. The determination of the arbitrator shall be final and binding on the City and the police officer, but shall not preclude further review at a subsequent date based upon new or supplemental medical or other information. The parties will divide the cost of the arbitration equally. Notwithstanding the foregoing, the Union retains the right to delegate to an individual member the opportunity to pursue the member's entitlements under this Procedure.

Section 8. DISABILITY RETIREMENT

Consistent with Section 207-c, the City may file an application on the police officer's behalf for retirement under Sections 363 or 363-c of the New York State Retirement and Social Security Law. Any injured or sick police officer who shall refuse to permit a medical inspection in connection with such an application for accidental disability retirement or performance of duty disability retirement shall be deemed to have waived his rights under Section 207-c with respect to expenses for medical treatment or hospital care or salary or wages payable after such refusal.

Section 9. CONTINUATION OF CONTRACT BENEFITS

While on leave pursuant to Section 207-c, for a period of six (6) months or less, a police officer shall continue to accrue all economic fringe benefits provided by the Collective Bargaining Agreement. After six (6) months in any calendar year or continuous period of time, the police officer receiving 207-c benefits shall be entitled to the payment of salary and longevity, and any contractually mandated health insurance benefits.

Section 10. OUTSIDE EMPLOYMENT

If, as a result of an investigation, the Chief determines that a police officer receiving benefits pursuant to 207-c has engaged in paid outside employment, the Chief shall provide written notice of such determination. The police officer may appeal the determination pursuant to Section 7 herein. The arbitrator shall have the authority to determine the amount of benefit to be reimbursed, if any, and direct the manner in which such reimbursement shall be made. The City, upon request, must be provided with a W-2 form or tax returns or other proof other than sworn statements by the police officer.

Medical Release

I do hereby authorize any physician, chiropractor(s) or other health care provider who has attended, examined or treated me, or any hospital at which I have been examined or treated, to furnish the City of Oneida, New York, or its duly authorized representative, with any and all relevant medical and billing information which may be requested regarding treatment for injuries sustained on _____, and regarding my physical condition as a result thereof. Such health care provider shall notify me of any request made by the City and shall copy me on the information provided.

Signature of Police officer

Printed name of Police officer

Date

New York State Policemen's &
Firemen's Retirement System
Governor Smith State Office Building
Albany, New York 12244

To: The Comptroller of the State of New York

In compliance with Section 363 and Section 363-c of the Retirement Law instructing me to notify your department of any and all injuries sustained in the line of duty as a member of the City of Oneida Police Department, I hereby submit the following report:

Name of injured Police officer

Registration Number

Address

Date of incident

Time of incident

Description of injury _____

Medical care required _____

Remarks _____

Signature of Police officer

Witness to injury

Date

City of Oneida Police Department
General Municipal Law Section 207-c

Application

1. _____
Name of police officer

2. _____
Address

3. _____ 4. _____
Telephone number Age

5. _____
Name of supervisor

6. _____
Current job title

7. _____
Occupation at time of injury/illness

8. _____
Length of employment

9. _____ 10. _____ 11. _____
Date of incident Day of Week Time

12.a. _____
Name of witness(es)

b. _____

c. _____

13.a. _____
Names of co-employees at the incident site

b. _____

c. _____

14. Describe what the police officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary.) _____

15. Where did the incident occur? Specify. _____

16. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.) _____

17. When was the incident first reported? _____

To whom? _____ Time _____

Witness (if any) _____

18. Was first aid or medical treatment authorized? _____

By whom? _____ Time _____

19. Name and address of attending physician _____

20. Name of hospital _____

21. State nature of injury and part or parts of body affected _____

22. Will the police officer be returning to duty? _____

When? _____

Date of report _____

_____, New York _____

Signature of injured police officer

State of New York :
: ss.:
County of Oneida :

_____, being duly sworn, deposes and says that he/she has read the foregoing notice and knows the contents thereof; that the same is true to the knowledge of deponent except as the matters therein stated to be alleged upon information and belief; and that as to those matters he/she believes to be true; any false statements herein may subject the deponent to the penalties of perjury.

Sworn to before me this ____ day of _____, 200__.

NOTARY PUBLIC-COMMISSIONER OF DEEDS

